

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re

Chapter 11

DELPHI CORPORATION, et. al.,

Case No. 05-4481 (RDD)

Debtors.

(Jointly Administered)

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AFFIDAVIT OF ORDINARY COURSE PROFESSIONAL

STATE OF MICHIGAN     )  
                                      ) ss:  
COUNTY OF OAKLAND    )

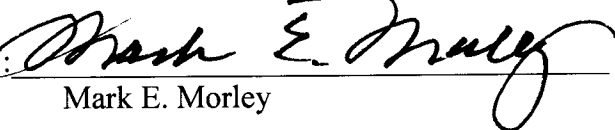
Mark E. Morley, being duly sworn, deposes and says:

1. I am a principal of Secrest, Wardle, Lynch, Hampton, Truex & Morley, P.C. which maintains offices at 30903 Northwestern Hwy, Suite 100, Farmington Hills, MI 48333.
2. Neither I, Secrest, Wardle, Lynch, Hampton, Truex & Morley, P.C., nor any partner, auditor or other member thereof, insofar as I have been able to ascertain, has any connection with the above-captioned debtors and debtors-in-possession (the "Debtors"), their creditors, or any other party-in-interest, or their attorneys, except as set forth in this affidavit.
3. Secrest, Wardle, Lynch, Hampton, Truex & Morley, P.C., has represented and advised the Debtors in Michigan with respect to a broad range of aspects of the Debtors' businesses.
4. The Debtors have requested, and Secrest, Wardle, Lynch, Hampton, Truex & Morley, P.C. has agreed, to continue to represent and advise Debtors pursuant to section 327(e) of Title 11 of the United States Code, 11 U.S.C. §§101-1330, as amended (the "Bankruptcy Code"), with respect to such matters. Additionally, the Debtors have requested, and Secrest, Wardle, Lynch, Hampton, Truex & Morley, P.C. proposes to render the following services to the Debtors: legal services.
5. Secrest, Wardle, Lynch, Hampton, Truex & Morley, P.C.'s current fee arrangement is on an hourly rate basis, billed monthly, payable within thirty (30) days.

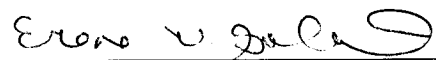
6. Except as set forth herein, no promises have been received by Secrest, Wardle, Lynch, Hampton, Truex & Morley, P.C. or any partner, auditor or other member thereof as to compensation in connection with these chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules, orders of this Court, and the Fee Guidelines promulgated by the Executive Office of the United States Trustee.
7. Secrest, Wardle, Lynch, Hampton, Truex & Morley, P.C. has no agreement with any entity to share with such entity any compensation received by Secrest, Wardle, Lynch, Hampton, Truex & Morley, P.C.
8. Secrest, Wardle, Lynch, Hampton, Truex & Morley, P.C. and its partners, auditors and other members may have in the past represented, currently represent, and may in the future represent entities that are claimants of the Debtors in matters totally unrelated to these pending chapter 11 cases. Secrest, Wardle, Lynch, Hampton, Truex & Morley, P.C. does not and will not represent any such entity in connection with these pending chapter 11 cases and does not have any relationship with any entity, attorneys or accountants that would be adverse to the Debtors or their estates.
9. Neither I, Secrest, Wardle, Lynch,, Hampton, Truex & Morley, P.C., nor any partner, auditor or other member thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors, or their estates in the matters upon which Secrest, Wardle, Lynch, Hampton, Truex & Morley, P.C. is to be engaged.
10. The foregoing constitutes the statement of Secrest, Wardle, Lynch, Hampton, Truex & Morley, P.C. pursuant to sections 329 and 504 of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016(b).

FURTHER AFFIANT SAYETH NOT

SECREST, WARDLE, LYNCH, HAMPTON,  
TRUEX & MORLEY, P.C.

BY:   
Mark E. Morley

Subscribed and sworn to before  
me this 7<sup>th</sup> day of November,  
2005.

  
Notary Public in and for said County